

**CUSTOMER CLAIM**

Claim Number \_\_\_\_\_

Date Received \_\_\_\_\_

**BERNARD L. MADOFF INVESTMENT SECURITIES LLC**

In Liquidation

**DECEMBER 11, 2008**

Irving H. Picard, Esq.  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Ave., Suite 800  
Dallas, TX 75201

Provide your office and home telephone no.

OFFICE: 973-773-6777

HOME: \_\_\_\_\_

Taxpayer I.D. Number (Social Security No.)  
22-6875100

Account Number: 1CM718

MARTIN RAPPAPORT CHARITABLE  
REMAINDER UNITRUST  
JAY PASTERNAK ESQ TRUSTEE  
1066 CLIFTON AVENUE  
CLIFTON, NJ 07013

(If incorrect, please change)

**NOTE: BEFORE COMPLETING THIS CLAIM FORM, BE SURE TO READ CAREFULLY THE ACCOMPANYING INSTRUCTION SHEET. A SEPARATE CLAIM FORM SHOULD BE FILED FOR EACH ACCOUNT AND, TO RECEIVE THE FULL PROTECTION AFFORDED UNDER SIPA, ALL CUSTOMER CLAIMS MUST BE RECEIVED BY THE TRUSTEE ON OR BEFORE March 4, 2009. CLAIMS RECEIVED AFTER THAT DATE, BUT ON OR BEFORE July 2, 2009, WILL BE SUBJECT TO DELAYED PROCESSING AND TO BEING SATISFIED ON TERMS LESS FAVORABLE TO THE CLAIMANT. PLEASE SEND YOUR CLAIM FORM BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED.**

- \*\*\*\*\*
1. Claim for money balances as of December 11, 2008:
    - a. The Broker owes me a Credit (Cr.) Balance of \$ 0
    - b. I owe the Broker a Debit (Dr.) Balance of \$ 0

c. If you wish to repay the Debit Balance,  
please insert the amount you wish to repay and  
attach a check payable to "Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC."  
If you wish to make a payment, it must be enclosed  
with this claim form.

\$ \_\_\_\_\_

d. If balance is zero, insert "None." \_\_\_\_\_ None \_\_\_\_\_

2. Claim for securities as of December 11, 2008:

**PLEASE DO NOT CLAIM ANY SECURITIES YOU HAVE IN YOUR POSSESSION.**

	YES	NO
a. The Broker owes me securities	<input checked="" type="checkbox"/>	_____
b. I owe the Broker securities	_____	<input checked="" type="checkbox"/>
c. If yes to either, please list below:		

Number of Shares or  
Face Amount of Bonds

Date of Transaction (trade date)	Name of Security	The Broker Owes Me (Long)	I Owe the Broker (Short)
See Nov. 30, 2008 CM718 statements, attached hereto as Exhibit A.			
\$8,400.511.12 (market value of securities long, per CM718-3 statement)			
293,700.00 (market value of securities long, per CM718-4 statement)			
(414,740.00) (market value of securities short, per CM718-4 statement)			
TOTAL	\$8,279,471.12		

Proper documentation can speed the review, allowance and satisfaction of your claim and shorten the time required to deliver your securities and cash to you. Please enclose, if possible, copies of your last account statement and purchase or sale confirmations and checks which relate to the securities or cash you claim, and any other documentation, such as correspondence, which you believe will be of assistance in processing your claim. In particular, you should provide all documentation (such as cancelled checks, receipts from the Debtor, proof of wire transfers, etc.) of your deposits of cash or securities with the Debtor from as far back as you have documentation. You should also provide all documentation or

**information regarding any withdrawals you have ever made or payments received from the Debtor.** See Exhibits A and B, and documents submitted herewith.

Please explain any differences between the securities or cash claimed and the cash balance and securities positions on your last account statement. If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the cash and/or securities that you are now seeking, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received.

**PLEASE CHECK THE APPROPRIATE ANSWER FOR ITEMS 3 THROUGH 9.**

**NOTE: IF "YES" IS MARKED ON ANY ITEM, PROVIDE A DETAILED EXPLANATION ON A SIGNED ATTACHMENT. IF SUFFICIENT DETAILS ARE NOT PROVIDED, THIS CLAIM FORM WILL BE RETURNED FOR YOUR COMPLETION.**

	<u>YES</u>	<u>NO</u>
3. Has there been any change in your account since December 11, 2008? If so, please explain.	<u> </u>	X
4. Are you or were you a director, officer, partner, shareholder, lender to or capital contributor of the broker?	<u> </u>	X
5. Are or were you a person who, directly or indirectly and through agreement or otherwise, exercised or had the power to exercise a controlling influence over the management or policies of the broker?	<u> </u>	X
6. Are you related to, or do you have any business venture with, any of the persons specified in "4" above, or any employee or other person associated in any way with the broker? If so, give name(s)	<u> </u>	X
7. Is this claim being filed by or on behalf of a broker or dealer or a bank? If so, provide documentation with respect to each public customer on whose behalf you are claiming.	<u> </u>	X
8. Have you ever given any discretionary authority to any person to execute securities transactions with or through the broker on your behalf? Give names, addresses and phone numbers.	<u> </u>	X

9. Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? If so, give name of that broker. \_\_\_\_\_ X \_\_\_\_\_

Please list the full name and address of anyone assisting you in the preparation of this claim form: Christopher Van De Kieft, Esq., Seeger Weiss LLP, 1 William Street, New York, NY 10004

If you cannot compute the amount of your claim, you may file an estimated claim. In that case, please indicate your claim is an estimated claim.

**IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF NOT MORE THAN \$50,000 OR IMPRISONMENT FOR NOT MORE THAN FIVE YEARS OR BOTH.**

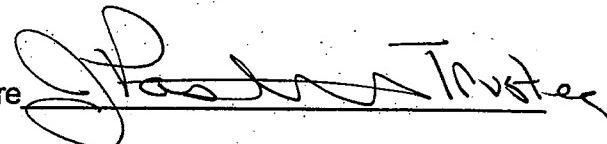
**THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.**

Date 2/27/2009

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_



(If ownership of the account is shared, all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)

**This customer claim form must be completed and mailed promptly, together with supporting documentation, etc. to:**

Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Ave., Suite 800  
Dallas, TX 75201

**CUSTOMER CLAIM**

**BERNARD L. MADOFF INVESTMENT SECURITIES LLC**

In Liquidation

December 11, 2008

**Explanation of Trustee Capacity and Authority**

**Bernard L. Madoff Investment Securities Account No. CM718**

**Trust Name:** The Martin Rappaport Charitable Remainder Unitrust

**Trustee  
Name:** Jay Pasternack, Esq.

**Trustee  
Address:** 1066 Clifton Avenue, Clifton, NJ 07013

**Trustee  
Tel. No.:** 973-773-6777

Pursuant to the Trust Agreement for The Martin Rappaport Charitable Remainder Unitrust ("Trust"), dated December 27, 2000 and submitted herewith in Exhibit B, I, Jay Pasternack, am the sole Trustee of the Trust. As the sole Trustee, I am authorized to file a Securities Investor Protection Corporation Customer Claim for Account No. CM718 with Bernard L. Madoff Securities, Inc.

2/27/09  
Date

Jay Pasternack, as Trustee for  
The Martin Rappaport Charitable Remainder Unitrust

# **EXHIBIT A**

Affiliated with  
 Madoff Securities International Limited  
 12 Berkeley Street  
 Mayfair, London W1J 8DT  
 Tel 020 7493 6222

885 Third Avenue  
 New York, NY 10022  
 (212) 230-2424  
 800 334-1343  
 Fax (212) 838-4061

**BERNARD L. MADOFF**  
 INVESTMENT SECURITIES LLC  
 New York  London  
 MADF

**MARTIN RAPPAPORT CHARITABLE  
 REMAINDER UNITRUST**  
**JAY PASTERNAK ESQ TRUSTEE**  
 1066 CLIFTON AVENUE NJ 07013

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TICK	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/12	4,628			BALANCE FORWARD		504,422.37	
11/12	3,026			2640 WAL-MART STORES INC	55.830	258,566.24	
11/12	11,214			3142 INTERNATIONAL BUSINESS MACHINES	87.270	264,200.02	
11/12	12,282			6966 EXXON MOBIL CORP	72.880	817,724.32	
11/12	5,874			7468 INTEL CORP	14.510	178,702.82	
11/12	8,010			11794 JOHNSON & JOHNSON	159.580	350,206.92	
11/12	4,272			16120 J.P. MORGAN CHASE & CO	36.530	308,945.30	
11/12	2,492			20445 COCA COLA CO	44.660	190,957.52	
11/12	4,628			24771 McDONALDS CORP	55.370	138,081.04	
11/12	16,910			29097 MERCK & CO	26.550	132,314.40	
11/12	8,544			33423 MICROSOFT CORP	21.810	369,483.10	
11/12	3,382			37749 ORACLE CORPORATION	17.300	148,152.20	
11/12	1,958			50727 PEPSICO INC	56.410	190,913.62	
11/12	14,418			51229 APPLE INC	100.780	197,405.24	
11/12	37382			55053 PFIZER INC	16.940	244,116.92	
11/12	6,408			55555 ABBOTT LABORATORIES	54.610	184,826.02	
11/12	2,314			59379 PROCTER & GAMBLE CO	64.080	410,880.64	
11/12	4,450			59881 AMGEN INC	59.160	136,988.24	
11/12	10,680			63705 PHILLIP MORRIS INTERNATIONAL	43.600	194,198.00	
11/12	3,560			64207 BANK OF AMERICA	21.590	231,008.20	
11/12	11,570			68031 QUALCOMM INC	33.770	120,363.20	
11/12	2,670			68533 CITI GROUP INC	12.510	145,202.70	
11/12	6,408			72357 SCHLUMBERGER LTD	49.480	132,217.60	
				72859 COMCAST CORP	16.510	106,052.08	
				CL A			

CONTINUED ON PAGE 2

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 REMAINDER UNITRUST  
 JAY PASTERNAK ESQ TRUSTEE  
 1066 CLIFTON AVENUE  
 CLIFTON NJ 07013

PERIOD ENDING **11/30/08**  
 PAGE **2**  
 YOUR TAX PAYER IDENTIFICATION NUMBER  
**\*\*\*\*\*5100**  
 YOUR ACCOUNT NUMBER  
**1-CM718-3-0**

DATE	BOUGHT RECEIVED ON LONG	SOLD DELIVERED ON SHORT	TIN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
1/12	12,638		76683	AT&T INC	27	341,731.00	
1/12	3,204		77185	CONOCOPHILIPS	52.510	168,370.04	
1/12	2,136		81009	UNITED PARCEL SVC INC CLASS - B	52.040	111,242.44	
1/12	12,994		81531	CISCO SYSTEMS INC	16.730	217,908.62	
1/12	3,738		85335	U.S. BANCORP	29.530	110,532.14	
1/12	4,450		85837	CHEVRON CORP	73.430	326,941.50	
1/12	2,136		89661	UNITED TECHNOLOGIES CORP	53.160	113,634.76	
1/12	22,606		90163	GENERAL ELECTRIC CO	19.630	444,659.78	
1/12	6,052		93987	VERIZON COMMUNICATIONS	30.410	184,283.32	
1/12	5,534		94489	GOOGLE	337.400	180,192.60	
1/12	7,476		98313	WELLS FARGO & CO NEW	29.800	223,083.80	
1/12	5,340		98815	HENLETT PACKARD CO	34.900	186,579.00	
1/12	50,000		19831	U.S. TREASURY BILL	99.942		49,971.00
				DUE 12/18/2008			
							8,044,848.00
1/12	8,050,000		20926	U.S. TREASURY BILL	99.936		
				DUE 2/12/2009			
				2/12/2009			16.35
				FIDELITY SPARTAN			
				U.S. TREASURY MONEY MARKET			
				DIV 11/12/08			
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Tel 0800 7493 6222

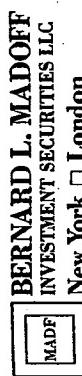
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**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

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CLIFTON, NEW JERSEY 07013

DATE	BOUGHT RECEIVED OR LONGED	SOLD DELIVERED OR SHORT	TEN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
1/19				FIDELITY SPARTAN U.S. TREASURY MONEY MARKET	DIV		3.02
1/19		24,597	50664	DIV 1/19/08			24,597.00
1/19		550,000	55297	FIDELITY SPARTAN U.S. TREASURY MONEY MARKET DUE 03/26/2009	99.926	549,593.00	
1/19		8,295	59703	DUE 03/26/2009			8,295.00
				FIDELITY SPARTAN U.S. TREASURY MONEY MARKET			1,000,1754.34
				NEW BALANCE			
				SECURITY POSITIONS	MKT. PRICE		
				AT&T INC.	28.560		
				ABBOTT LABORATORIES	52.390		
				AMGEN INC.	55.540		
				APPLE INC.	92.670		
				BANK OF AMERICA	16.250		
				CHEVRON CORP	79.010		
				CISCO SYSTEMS INC	16.540		
				CITI GROUP INC	8.290		
				COCA COLA CO	46.870		
				COMCAST CORP	17.340		
				CL A			

CONTINUED ON PAGE 4



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**MARTIN RAPPAPORT CHARITABLE  
 REMAINDER UNITRUST  
 JAY PASTERNACK ESQ TRUSTEE  
 1066 CLIFTON AVENUE  
 CLIFTON NJ 07013**

Annual Bill  
 Madoff Securities International Limited  
 12 Berkeley Street  
 Mayfair, London W1J 8DT  
 Tel (020) 493 6222

PAGE  
 4  
 PERIOD ENDING  
 11/30/08  
 YOUR TAX PAYMENT IDENTIFICATION NUMBER  
 \*\*\*\*\*5100

DATE	BOUGHT RECEIVED OR LONG.	SOLD DELIVERED OR SHORT	TICKN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
	3,204			CONOCOPHILLIPS	52.520		
	11,214			EXXON MOBIL CORP	80.150		
	22,606			GENERAL ELECTRIC CO	17.170		
	534			GOOGLE	292.960		
	5,340			HEWLETT PACKARD CO	35.280		
	12,282			INTEL CORP	13.800		
	3,026			INTERNATIONAL BUSINESS MACHS	81.600		
	8,010			J.P. MORGAN CHASE & CO	31.660		
	5,874			JOHNSON & JOHNSON	58.580		
	2,492			MCDONALD'S CORP	58.750		
	4,628			MERCK & CO	26.720		
	16,910			MICROSOFT CORP	20.220		
	8,544			ORACLE CORPORATION	16.090		
	3,382			PEPSICO INC	56.700		
	14,318			PFIZER INC	16.430		
	4,450			PHILLIP MORRIS INTERNATIONAL	42.160		
	6,408			PROCTER & GAMBLE CO	64.350		
	3,560			QUALCOMM INC	33.570		
	2,670			SCHLUMBERGER LTD	50.740		
	8,295			FIDELITY SPARTAN	1		
				U.S. TREASURY MONEY MARKET	26.980		
	3,738			U.S. BANCORP	57.600		
	2,136			UNITED PARCEL SVC INC	99.971		
				CLASS B			
				U.S. TREASURY BILL			
				DU 03/26/2009			
				3/26/2009			
				CONTINUED ON PAGE	5		

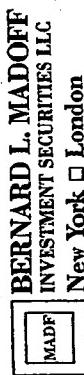
**Madoff Securities International Limited**  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

**885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
300 334-1343  
Fax (212) 838-4061**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

MARTIN RAPPAPORT CHARITABLE  
REMAINDER UNITRUST  
JAY PASTERNAK ESQ. TRUSTEE  
11066 CLIFTON AVENUE  
CLIFTON, NJ 07045

885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061



Madoff Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

**MARTIN RAPPAPORT CHARITABLE  
REMAINDER UNITRUST**  
**JAY PASTERNAK ESQ TRUSTEE**  
**1066 CLIFTON AVENUE**  
**CLIFTON NJ 07013**

1-~~CM~~718-3-0

PAGE  
6

PERIOD ENDING  
**11/30/08**

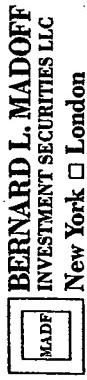
YOUR ACCOUNT NUMBER  
**\*\*\*\*\*5100**

YOUR TAX PAYER IDENTIFICATION NUMBER  
**1-~~CM~~718-3-0**

DATE	BOUGHT RECEIVED OR COMD	SELL DELIVERED ON SHORT	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
<b>YEAR-TO-DATE SUMMARY</b>				
		DIVIDENDS GROSS PROCEEDS FROM SALES		
				<b>56,877.98</b>
				<b>55,716,738.22</b>

Affiliated with  
 Madoff Securities International Limited  
 12 Berkeley Street  
 Mayfair, London W1J 8DT  
 Tel 020 7493 6222

885 Third Avenue  
 New York, NY 10022  
 (212) 230-2424  
 800 334-1343  
 Fax (212) 838-4061



**MARTIN RAPPAPORT CHARITABLE  
 REMAINDER UNITRUST  
 JAY PASTERNAK ESQ. TRUSTEE  
 1066 CLIFTON AVENUE NJ 07013**

PAGE 1  
 PERIOD ENDING 11/30/08  
 YOUR TAX PAYER IDENTIFICATION NUMBER 1-\*\*\*\*\*5100  
 YOUR ACCOUNT NUMBER 1-CM718-4-0

DATE	BOUGHT RECEIVED ON LONG	TRN	DELIVERED OR SHORT	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/12		178	42075	BALANCE FORWARD		504,423.00	
11/12		178	46401	S & P 100 INDEX NOVEMBER 460 CALL S & P 100 INDEX NOVEMBER 450 PUT	15.800 17.800	281,062.00 317,018.00	
11/19		178	32506	S & P 100 INDEX DECEMBER 430 CALL S & P 100 INDEX	26	462,622.00	
11/19		178	36831	S & P 100 INDEX DECEMBER 420 PUT	30	534,178.00	
11/19		178	41156	S & P 100 INDEX NOVEMBER 460 CALL S & P 100 INDEX	3	53,578.00	
11/19		178	45481	NOVEMBER 450 PUT	37	658,422.00	
				NEW BALANCE		1,001,755.00	
				SECURITY POSITIONS			
		178		S & P 100 INDEX DECEMBER 430 CALL S & P 100 INDEX DECEMBER 420 PUT			
		178		MARKET VALUE OF SECURITIES SHORT LDNG			
				293,700.00		414,740.00-	

MKT PRICE  
 23.300  
 16.500

# **EXHIBIT B**

**EXHIBIT B**

1. This Claim Form, exhibits, and supporting documentation (collectively "Claim Form") is submitted pursuant to the December 23, 2008 Order of the Honorable Burton R. Lifland and the instructions disseminated by Irving H. Picard, Trustee for Bernard L. Madoff Investment Securities LLC ("Trustee"), on December 11, 2008.
2. The information provided in the Claim Form is based on information provided in the Claimant's latest Madoff account statement and additional information known by the Claimant as of the date of the submission of the Claim Form. The Claimant reserves the right to amend and/or supplement this Claim Form upon the receipt of further information, or upon request by the Trustee for additional information.
3. The Claimant reserves the right to amend the Claim Form in the event of any recoveries by the Trustee or any other party under the avoidance powers of the Bankruptcy Code or otherwise, or in the event of rejections of executory contracts pursuant to Bankruptcy Code Section 365, whether such amendments are made pursuant to Bankruptcy Code Sections 105, 502(g), or 502(h), Bankruptcy Rule 3002(c)(3), (4), other provisions of applicable bankruptcy law, or general principles of law or equity.
4. The Claimant hereby requests that the Claim Form be considered as a proof of claim in *In re Bernard L. Madoff Investment Securities LLC*, No. 08-01789 (Bankr. S.D.N.Y.).
5. This Claim Form is required to be submitted pursuant to the Court's January 2, 2009 Order and the Trustee's instructions to the Claimant. To the extent permitted by applicable law, the Claimant does not, by submitting the Claim Form, consent to the jurisdiction of the Bankruptcy Court nor does Claimant waive any right to trial by jury.
6. The Claimant reserves all rights, claims, and/or defenses as to and/or against any and all parties potentially liable for the losses sustained by the Claimant, including, without limitation, Bernard L. Madoff Investment Securities LLC and its owners, partners, employees, and affiliates, as well as any potentially liable third parties including, without limitation, investment advisors, "feeder funds," accountants, and auditors.
7. The Claimant further reserves all rights, claims, and/or defenses as to and/or against any persons and/or creditors asserting claims against Bernard L. Madoff Investment Securities LLC, its employees, owners, and/or affiliates, in bankruptcy or otherwise.

8. The Claimant reserves all objections as to the competence, relevance, materiality, privilege, or admissibility of evidence in any subsequent proceeding or trial of this or any other action for any purpose whatsoever, notwithstanding the submission of any such information to the Trustee.
9. To the extent the Claimant has disclosed to the Trustee documents containing accounting and/or legal advice, the Claimant does not waive any potential privileges applicable thereto.
10. The Claimant reserves all rights with respect to submitting information to the Internal Revenue Service regarding gains, losses, and/or theft of assets.
11. The Claim Form and supporting documents contain confidential information. The Claimant submits this information to the Trustee subject to the condition that this information will not to be disclosed to any third parties, other than under seal to the Court, absent the Claimant's express consent or Court order.
12. The Claimant submits herewith documents in support of the Claimant's claim, including documents containing information regarding account transactions, such as contributions and/or withdrawals. The Claimant reserves any arguments that such documents are not relevant to the Trustee's inquiry. The Claimant further reserves the right to supplement this submission, including the submission of additional documents, if deemed necessary. Attached is a list of the documents submitted herewith:

**Martin Rappaport Charitable Remainder Unitrust**  
**Bernard L. Madoff Investment Securities Account No. CM718**

Document Number	Date of Document	Issuing Party	Prepared for	Description of Document
1	12/31/2006	Bernard L. Madoff Investment Securities LLC	Martin Rappaport Charitable Remainder Unitrust	Bernard L. Madoff Investment Securities LLC Portfolio Management Report for the account of Martin Rappaport Charitable Unitrust ("MRCUT") as of December 31, 2006.
2	7/31/2006	Valley National Bank	Martin Rappaport Charitable Remainder Unitrust	Jay Pasternack PA IOLTA Attorney Trust Account, Valley National Bank Account Statement dated July 31, 2006 indicating a \$2,236,822.18 debit in favor of "Bernard L. Madof, Rec. Bank: JPMChase."
3	7/28/2006	Valley National Bank	Martin Rappaport Charitable Remainder Unitrust	Valley National Bank Approval of Request for a Wire Transfer from Jay Pasternack's Account to the account of Bernard L. Madoff in the amount of \$2,236,822.18.
4	12/31/2003	Merrill Lynch	Martin Rappaport Charitable Remainder Unitrust	Jay Pasternack ESQ TTEE, by Martin Rapaport Charitable Remainder Unitrust, Merrill Lynch Cumulative Activity Report for the period January 1, 2003 through December 31, 2003 indicating a September 15, 2003 redemption of shares by wire in the amount of \$1,000,000.
5	12/31/2003	Bernard L. Madoff Investment Securities LLC	Martin Rappaport Charitable Remainder Unitrust	Bernard L. Madoff Investment Securities LLC Portfolio Management Report for the account of MRCUT as of December 31, 2003.

Martin Rappaport Charitable Remainder Unitrust  
 Bernard L. Madoff Investment Securities Account No. CM718

Document Number	Date of Document	Issuing Party	Prepared for	Description of Document
6	9/30/2003	Merrill Lynch	Martin Rappaport Charitable Remainder Unitrust	Jay Pasternack ESQ TTEE, by Martin Rappaport Charitable Remainder Unitrust, Merrill Lynch Portfolio Summary Review for the period August 31, 2003 through September 30, 2003 indicating an electronic transfer in the amount of \$1,000,000.
7	9/12/2003	Jay Pasternack	Martin Rappaport Charitable Remainder Unitrust	September 12, 2003 letter from Jay Pasternack, P.A. to Joe Silverman requesting a \$1,000,000 wire transfer from MRCUT's Merrill Lynch account to MRCUT's account with Bernard L. Madoff Investment Securities.
8	12/31/2002	Merrill Lynch	Martin Rappaport Charitable Remainder Unitrust	Jay Pasternack ESQ TTEE, by Martin Rappaport Charitable Remainder Unitrust, Merrill Lynch CMA Statement for the period November 30, 2002 through December 31, 2002, confirming the September 5, 2002 electronic transfer in the amount of \$2,500,000.
9	12/31/2002	Bernard L. Madoff Investment Securities LLC	Martin Rappaport Charitable Remainder Unitrust	Bernard L. Madoff Investment Securities LLC Portfolio Management Report for the account of MRCUT as of December 31, 2002.
10	9/30/2002	Merrill Lynch	Martin Rappaport Charitable Remainder Unitrust	Jay Pasternack ESQ TTEE, by Martin Rappaport Charitable Remainder Unitrust, Merrill Lynch CMA Statement for the period August 31, 2002 through September 30, 2002, indicating a September 5, 2002 electronic transfer in the amount of \$2,500,000.

Martin Rappaport Charitable Remainder Unitrust  
Bernard L. Madoff Investment Securities Account No. CW718

Document Number	Date of Document	Issuing Party	Prepared for	Description of Document
11	Bernard L. Madoff Investment Securities LLC	Martin Rappaport Charitable Remainder Unitrust	Bernard L. Madoff Investment Securities LLC Account opening documents for the Martin Rappaport Charitable Remainder Trust.	
12	12/27/2000	Martin Rappaport Charitable Remainder Unitrust	Martin Rappaport Charitable Remainder Unitrust Agreement.	

1

PORFOLIO MANAGEMENT REPORT AS OF 12/31/06

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

MARTIN RAPPAPORT CHARITABLE  
REMAINDER UNITRUST  
JAY PASTERNAK ESQ TRUSTEE  
1066 CLIFTON AVENUE  
CLIFTON NJ 07013                            1-CM718-3

→ STARTING EQUITY FOR CURRENT YEAR	4,507,516.78CR
CAPITAL ADDITIONS - FROM SALE OF GROUND TO LPS	2,236,822.18CR
CAPITAL WITHDRAWALS - TRANSFER TO ML A/C	75,000.00-
REALIZED P/L FOR CURRENT YEAR	684,524.50CR
UNREALIZED P/L ON OPEN SECURITY POSITIONS	
CURRENT CASH BALANCE	.46CR
NET MARKET VALUE OF OPEN SECURITIES POSITIONS	7,353,863.00
TOTAL EQUITY	7,353,863.46CR
ANNUALIZED RETURN FOR CURRENT YEAR	12.64 %

2

**Valley National Bank**

JAY PASTERNAK PA  
IOLTA ATTORNEY TRUST ACCOUNT  
1066 CLIFTON AVE  
CLIFTON NJ 07013-3616

0

Page: 1  
Chks Paid: 1  
Statement Date: 07/31/06  
Account Number: 1051

Indicate to the right any changes of address.  
Tear at the perforation and return this form  
to: Valley Customer Service, 1445 Valley Road,  
Wayne, NJ 07470

Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Signature: \_\_\_\_\_

***** IOLTA *****		1051	*****
Non-Check Transactions			
Date	Description	Amount	
07/03	TRANSFER TO CK 0084	1,571.83	
07/27	Deposit	2,321,822.18	
07/31	IMAD:20060731B1B7SMIF000069 BENEFICIARY NAME: BERNARD L MADOF REC BANK: JPMCHASE	2,236,822.18	
07/31	Interest Paid	2,076.55	

## Checks in Order

Date	Number	Amount	Date	Number	Amount
07/17	4566	100.00			

## Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
06/30	467,609.25	07/17	465,937.42	07/31	553,013.97
07/03	466,037.42	07/27	2,787,759.60		

## Interest Rate Summary

DATE 0-	999.999	\$100,000 and up
07/01	0.25000%	3.15000%

## Account Summary

Previous Statement Date: 06/30/06

Beginning Balance	Interest	Service Charge	Ending Balance
+ Deposits	+ Paid	- Withdrawals	=
467,609.25	2321,822.18	2076.55	2238,494.01

.00

553,013.97

Statement from 07/01/06 Thru 07/31/06 Avg Stmt Collected Bal 768,422.34  
 Average Collected Balance for Interest Calculation 768,422.33  
 Interest Earned 2,076.55 \*Annual Percentage Yield Earned 3.23%

Average Balance: 768,422.33 Minimum Balance: 465,937.42

**SEE OTHER SIDE FOR IMPORTANT INFORMATION**

Report lost or stolen Valley Check Card to: 1-888-379-9903

**1-800-522-4100 Customer Service**  
24 hours a day...7 days a week

[www.valleynationalbank.com](http://www.valleynationalbank.com)

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**Valley National Bank**

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## DOMESTIC / INTERNATIONAL WIRE TRANSFER REQUEST

EWC05-11/05

Date:	07/28/2006	Branch#:	040
Amount:	\$ 2,236,822.18	Branch Phone#:	973-773-5900
Purpose of Wire Transfer:	CLOSING		

## VNB'S CUSTOMER (ORIGINATOR) ACCOUNT TO BE DEBITED

Account #:	1051	<input checked="" type="checkbox"/> ND	<input type="checkbox"/> SV	<input type="checkbox"/> Direct Charge	<input checked="" type="checkbox"/> Analysis
Name:	JAY PASTERNAK PA		Branch Code:		
Address:	1066 CLIFTON AVE				
City, State, Zip:	CLIFTON, NJ 07013-3616				
Customer Id:	P07753908206472/NJ/083103				
Convert US\$ to:					
Rcvr Bank ABA# & Name:	021000021	JP MORGAN CHASE BA			

## BENEFICIARY ACCOUNT TO BE CREDITED (BNF)

Account # & Name:	140081703	BERNARD L. MADOFF
Address 1:	885 THIRD AVENUE	
Address 2:	NEW YORK, NY 10022	

## BENEFICIARY BANK (BBK)

ABA/Acct/Swift# & Name:	
Address 1:	
Address 2:	
Address 3:	

## INTERMEDIARY BANK (IBK)

ABA/Acct/Swift# & Name:	
Address 1:	
Address 2:	
Address 3:	
Originator to Beneficiary Information (OBI):	

1<sup>st</sup> APPROVED BY

Title or Excused

2<sup>nd</sup> APPROVED BY

Title or Excused

TL# & Name:	4085	ANN KURSAR	VP	4081	ATHENS TITUS	AC
Signature:						

 NSF/UNCOLLECTED LENDING AUTHORITY (if applicable)

Lending Limit:

\$0.00

Signature:	TL#	Last Name	Title or Excused
	0		

RECEIVED WIRE TRANSFER REQUEST:  In Person (Customer must sign below) Fax

## CALL BACK VERIFICATION

Instructions Received by

ELIZABETH PIRES

Customer Name Contacted:		Verified By:	
--------------------------	--	--------------	--

CUSTOMER AGREES TO VALLEY NATIONAL BANK'S WIRE TERMS AND CONDITIONS

Customer Signature:

Date: 7-28-06

4

**Merrill Lynch**

JAY PASTERNACK ESQ TTEE  
 U/A DTD 12/27/2000  
 BY MARTIN RAPPAPORT  
 CHARITABLE REMAINDER UNITRUST  
 1066 CLIFTON AVE  
 CLIFTON NJ 07013-3616

**Merrill Lynch Institutional Tax-Exempt Fund**

Cumulative Statement for 01/01/2003 - 12/31/2003

Account Number  
 7641-0

Financial Advisor  
 The Silverman Group  
 (--82167532)

Account Value As Of 12/31/2003  
 \$1,052,865.96

Dividends  
 01/01/2003 - 12/31/2003 Year To Date  
 \$17,193.19 \$17,193.19

> MERRILL LYNCH FUNDS FOR INSTITUTIONS WILL  
 BE CLOSED ON MONDAY, JANUARY 19 IN  
 OBSERVANCE OF MARTIN LUTHER KING, JR. DAY.

> THE AVERAGE NET ANNUALIZED YIELD FOR THE  
 MONTH OF DECEMBER WAS 0.90%.

**Account Activity**

Confirm Date	Trade Date	Transaction Description	Dollar Amount of Transaction	Share Price	Balance After Transaction
		Beginning Balance			\$2,360,672.77
01/10/2003	01/10/2003	Shares Redeemed By Wire	\$50,000.00	\$1.00	\$2,310,672.77
01/31/2003	01/31/2003	Div Reinvest	\$1,922.38	\$1.00	\$2,312,595.15
02/28/2003	02/28/2003	Div Reinvest	\$1,761.83	\$1.00	\$2,314,356.98
03/31/2003	03/31/2003	Div Reinvest	\$1,950.44	\$1.00	\$2,316,307.42
04/04/2003	04/04/2003	Shares Redeemed By Wire	\$100,000.00	\$1.00	\$2,216,307.42
04/30/2003	04/30/2003	Div Reinvest	\$1,925.35	\$1.00	\$2,218,232.77
05/31/2003	05/31/2003	Div Reinvest	\$2,039.15	\$1.00	\$2,220,271.92
06/30/2003	06/30/2003	Div Reinvest	\$1,695.94	\$1.00	\$2,221,967.86
07/11/2003	07/11/2003	Shares Redeemed By Wire	\$100,000.00	\$1.00	\$2,121,967.86
07/31/2003	07/31/2003	Div Reinvest	\$1,267.93	\$1.00	\$2,123,235.79
08/31/2003	08/31/2003	Div Reinvest	\$1,284.34	\$1.00	\$2,124,520.13
09/15/2003	09/15/2003	Shares Redeemed By Wire	\$1,000,000.00	\$1.00	\$1,124,520.13
09/30/2003	09/30/2003	Div Reinvest	\$1,009.87	\$1.00	\$1,125,530.00
10/16/2003	10/16/2003	Shares Redeemed By Wire	\$75,000.00	\$1.00	\$1,050,530.00
10/31/2003	10/31/2003	Div Reinvest	\$750.82	\$1.00	\$1,051,280.82
11/30/2003	11/30/2003	Div Reinvest	\$781.60	\$1.00	\$1,052,062.42
12/31/2003	12/31/2003	Div Reinvest	\$803.54	\$1.00	\$1,052,865.96
		Ending Balance			\$1,052,865.96

51974



5

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

MARTIN RAPPAPORT CHARITABLE  
REMAINDER UNITRUST  
JAY PASTERNAK ESQ TRUSTEE  
1066 CLIFTON AVENUE  
CLIFTON NJ 07013

1-CM718-3

STARTING EQUITY FOR CURRENT YEAR  
CAPITAL ADDITIONS  
CAPITAL WITHDRAWALS  
REALIZED P/L FOR CURRENT YEAR  
UNREALIZED P/L ON OPEN SECURITY POSITIONS  
CURRENT CASH BALANCE  
NET MARKET VALUE OF OPEN SECURITIES POSITIONS  
TOTAL EQUITY

→ 2,553,522.0BCR  
1,000,000.00OCR ←  
282,170.25CR  
• 33CR  
3,835,692.00 NET LONG  
3,835,692.33CR

ANNUALIZED RETURN FOR CURRENT YEAR 9.90 %

<input type="checkbox"/> CORRECTED (if checked)	
PAYER'S name, street address, city, state, ZIP code, and telephone no.	1a Date of sale 1b CUSIP no.
BERNARD L. MADOFF 885 THIRD AVE. NEW YORK, NY 10022 DIRECT INQUIRIES TO: 212 230-2470	
OMB No. 1545-0715 <b>2003</b> Form 1099-B	
2 Stocks, bonds, etc. \$ <b>42627160.62</b> Reported <input checked="" type="checkbox"/> Gross proceeds <input type="checkbox"/> Gross proceeds less commissions and option premiums	
PAYER'S Federal identification number	3 Bartering
13-1997126	\$
RECIPIENT'S name, address, and ZIP code	4 Federal income tax withheld
22-6875100	
5 Description	

Copy B  
For Recipient

6

# Portfolio Summary Review

DO-U-T/09-LYNN

MR JAY PASTERNAK ESQ TTEE  
WA DTD 12/27/2000  
BY MARTIN RAPPAPORT  
CHARITABLE REMAINDER UNITRUST  
1056 CLIFTON AVE  
CLIFTON NJ 07013-3616

YOUR FINANCIAL ADVISOR:  
THE SILVERMAN GROUP

1700 ROUTE 23 NORTH SUITE 200  
WAYNE NJ 07470

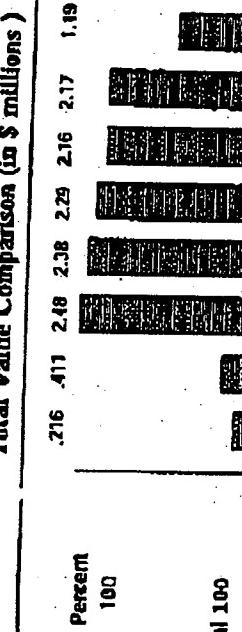
(800) 587-1434

For Client Service Questions Call:  
1-800-MERRILL (1-800-637-7455)

Review Your Statement Online at:  
[www.merrill.ml.com](http://www.merrill.ml.com)

Total Value as of September 30, 2003  
**\$1,189,585.63**

## Asset Allocation Summary



\* Estimated Accrued Interest not included. May not reflect all holdings.

## Accounts Included in this Summary

Account No.	Account Name	Account Types/ Managing Firm	Page	Total Value (\$)	Gains and Losses (\$)
				Last Month	Realized YTD
				Short Term	Long Term
- 7532	MR JAY PASTERNAK ESQ TTEE	CMA	4	1,189,585	2,174,470
		Total		1,189,585	2,174,470

Page **SUMMARY 1** 08/31/03 Statement Period 10/09/30/03 Account No. **1532**

Document 277

Total Value includes credits, debits, and change in market value.  
Unprinted Securities are not included in total value.

## Portfolio Summary Review

### Activity Summary ( All Accounts )

	This Statement (\$)	Year-To-Date (\$)	This Statement (\$)	Year-To-Date (\$)
Credits				
Security Sales	0.00	0.00	0.00	0.00
Income	16.65	203.08	0.00	0.00
Funds Received	14,843.75	133,593.75	0.00	0.00
Electronic Transfers( Credits )	0.00	0.00	1,000,000.00	1,000,000.00
Other Credits	1,000,000.00	1,250,000.00	30.00	130.00
Total Credit	1,014,860.40	1,383,796.83	1,000.00	0.00
Income Summary (\$)				
Account Number	This Statement	This Statement	Year-To-Date	Year-To-Date
621-67532	Tax-Exempt Interest	Non-Reportable Dividends	Non-Reportable Dividends	Non-Reportable Dividends
Total	17	17	203	203
Financial Market Indicators			This Statement	Last Statement
S&P 500	995.97	1008.03	979.82	1786.94
Three-Month Treasury Bills	.94%	.97%	1.19%	10.58%
Long-Term Treasury Bonds	4.88%	5.21%	4.78%	1335.51
One-Month LIBOR	1.12%	1.12%	1.38%	

Investors looking for current income often turn to fixed-income securities. However, some bonds are appropriate for investors who do not need steady income. Zero-coupon bonds do not make regular interest payments but rather offer an assured return if held to maturity. Speak with your Financial Advisor about how zero-coupon bonds may help you reach your education planning or retirement goals.

Equities offer greater opportunities for growth but also come with higher risk. Diversification by sector, industry and number of stocks can significantly reduce portfolio volatility. For investors looking to build diversified equity portfolios, Merrill Lynch has model Client Profile Portfolios. These sector-based portfolios correspond with the objectives of the five Merrill Lynch investor profiles.

## Portfolio Summary Review

### Top Portfolio Holdings > 5% ( by Market Value )

Quantity	Security Description	Total Cost Basis	Estimated Market Value	Unrealized Gain or (Loss)	Equity Sector	% of Portfolio
Cash/Money Accounts					N/A	94.53
1,124,520	M. INSTITUTIONAL TAX EXE	1,124,520	1,124,520	N/A	N/A	5.47
65,063	CMA NJ MUNICIPAL MONEY	65,063	65,063	N/A		
<b>Total</b>		<b>1,189,583</b>	<b>1,189,583</b>			<b>100.00</b>

**PAGE** 3 **SUMMARY** 3 **Statement Period**  
**08/30/03 TO 09/30/03**

Account No. 532 Date 7/7

Account No. 532

7

**JAY PASTERNAK, P.A.**

*A Professional Corporation*

*Attorney at Law*

*1066 Clifton Avenue, P.O. Box 3054*

*Clifton, NJ 07012*

*Tel: 973-773-6777*

*Fax: 973-773-2240*

*E-Mail: jpast.law@juno.com*

September 12, 2003

**VIA FACSIMILE**

The Silverman Group

Attn: Joe Silverman

RE: The Martin Rappaport Charitable Remainder Unitrust  
Account No. 3532

Dear Joe:

Please arrange to transfer the sum of \$1,000,000.00 from the above-referenced Merrill Lynch account to MRCRUT's account with Bernard L. Madoff Investment Securities, LLC. The wire-transfer information is as follows:

JP Morgan Chase Bank  
40 Wall Street

New York, NY 10015

ABA #: 021 00 021

For Further Credit To:

Bernard L. Madoff

Account #: 140 081 703

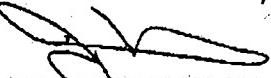
FBO: Martin Rappaport Charitable Remainder Unitrust

Jay Pasternack, Esq., Trustee

Account #: 1-CM718-3-0

Very truly yours,

JAY PASTERNAK, P.A.

  
JAY PASTERNAK

JP:aa

Cc: Bernard L. Madoff Investment Securities LLC (Via Fax)  
Martin Rappaport (Via Fax)  
Steve Landau (Via Fax)

8



CWE ACCOUNT

## Cash Flow Summary

**This Statement**      **Year-to-Date**      **This Statement**      **Debits**      **Year-to-Date**

Cash and Money Accounts

Monthly Activity

Activity	Date	Transaction	Quantity	Description	Price	Debit	Credit
Dividends and Interest							
	12/31	Share Dividend					
	12/31	Share Dividend					
						80	
							CMA NJ MUNICIPAL MONEY

### Income Total

MR JAY PASTERNAK ESQ TTEE

Statement Period  
12/31/02

6162 (11-02)

Account No. 7532



## PORTFOLIO SUMMARY REVIEW

### Activity Summary ( All Accounts )

	This Statement (\$)	Year-To-Date (\$)	This Statement (\$)	Year-To-Date (\$)
Credits			Debits	
Security Sales	0.00	0.00	Security Purchases	0.00
Income	80.42	2,314.10	Withdrawals	0.00
Funds Received	14,843.75	308,514.00	Electronic Transfers (Debit)	0.00
Electronic Transfers( Credits )	0.00	4,902,453.63	Other Debits	0.00
Other Credits	0.00	2,793,487.39	Interest	0.00
Total Credit	14,924.17	8,006,769.12	Checks Written	8,097.50
			Visa Purchases	659,081.72
			Total Debit	8,097.50
				8,295,901.72
Income Summary (\$)			Net Activity	6,826.67
				289,132.60DR

	This Statement	Non-Reportable Dividends	TOTAL	Tax-Exempt Interest	Interest	Non-Reportable Dividends	TOTAL	Year-to-Date
Account Number	Tax-Exempt Interest	Interest	Dividends	TOTAL		Dividends	TOTAL	
821-67532		80	80	80		522	522	2,314
Total		80	80	80		522	522	2,314
Financial Market Indicators								

	This Statement	Last Statement	Previous Year-End
S&P 500	879.82	936.31	1148.08
Three-Month Treasury Bills	1.19%	1.22%	1.71%
Long-Term Treasury Bonds	4.78%	5.04%	5.47%

The beginning of the year is an opportune time to review your portfolio. Your Financial Advisor can assist you in re-examining your progress toward your financial goals and help you to determine what you should do next. Remember, as your personal situation and financial markets change, adjustments to your asset allocation and investment strategy may be appropriate.

The beginning of the year is an opportune time to review your portfolio. Your Financial Advisor can assist you in re-examining your progress toward your financial goals and help you to determine what you should do next. Remember, as your personal situation and financial markets change, adjustments to your asset allocation and investment strategy may be appropriate.

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PORTFOLIO MANAGEMENT REPORT AS OF 12/31/02

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

MARTIN RAPPAPORT CHARITABLE  
REMAINDER UNITRUST  
JAY PASTERNAK ESQ TRUSTEE  
1066 CLIFTON AVENUE  
CLIFTON NJ 07013

1-CM718-3

STARTING EQUITY	9/05/02	2,500,000.00CR	←
CAPITAL ADDITIONS			
CAPITAL WITHDRAWALS			
REALIZED P/L FOR CURRENT YEAR		53,522.08CR	
UNREALIZED P/L ON OPEN SECURITY POSITIONS			
CURRENT CASH BALANCE		.83CR	
NET MARKET VALUE OF OPEN SECURITIES POSITIONS		2,553,521.25	NET LONG
TOTAL EQUITY		2,553,522.08CR	
ANNUALIZED RETURN FOR CURRENT YEAR	6.62 %		

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# Priority Client Services

MR JAY PASTERNAK ESQ TTEE  
U/A DTD 12/27/2000  
BY MARTIN RAPPAPORT  
CHARITABLE REMAINDER UNITRUST  
106 CLIFTON AVE  
CLIFTON NJ 07013-3516

**YOUR FINANCIAL ADVISOR:**  
**THE SILVERMAN GROUP**  
(800) 587-1434  
For Client Service Questions Call:  
1-800-MERRILL (1-800-537-7455)

<b>Total Value as of September 30, 2002</b> <b>\$2,592,977.93</b>	<b>Total Value Comparison (in \$ millions)</b> 	<b>Summary of Account(s)</b> <table border="1"> <thead> <tr> <th>Account Type</th> <th>This Month</th> <th>Last Month</th> <th>Gains and Losses</th> </tr> </thead> <tbody> <tr> <td>1 CMA</td> <td>2,592,977</td> <td>2,592,977</td> <td>YTD Realized</td> </tr> <tr> <td>Total</td> <td>2,592,977</td> <td>2,592,977</td> <td>Unrealized</td> </tr> </tbody> </table>	Account Type	This Month	Last Month	Gains and Losses	1 CMA	2,592,977	2,592,977	YTD Realized	Total	2,592,977	2,592,977	Unrealized
Account Type	This Month	Last Month	Gains and Losses											
1 CMA	2,592,977	2,592,977	YTD Realized											
Total	2,592,977	2,592,977	Unrealized											
<b>Asset Allocation Summary</b> 	<b>Statement Information</b> <table border="1"> <thead> <tr> <th>Account Name</th> <th>Page</th> </tr> </thead> <tbody> <tr> <td>MR JAY PASTERNAK ESQ TTEE</td> <td>2 to 6</td> </tr> </tbody> </table>	Account Name	Page	MR JAY PASTERNAK ESQ TTEE	2 to 6	<b>PLEASE SEE REVERSE SIDE</b> Page 1 of 6      Statement Period 08/31/02 TO 09/30/02      Account No. 7532      Month M								
Account Name	Page													
MR JAY PASTERNAK ESQ TTEE	2 to 6													

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# Priority Client **CMA** Account

MR JAY PASTERNACK ESQ TTEE  
 USA DTD 12/27/2000  
 BY MARTIN RAPPAPORT  
 CHARITABLE REMAINDER UNITRUST  
 1086 CLIFTON AVE  
 CLIFTON NJ 07013-3616

**Total Account Value As Of 09/30/2002** **\$2,592,977.93**  
**YOUR FINANCIAL ADVISOR:**  
**THE SILVERMAN GROUP**  
**(800) 587-1434**  
**FOR CUSTOMER SERVICE QUESTIONS:**

Your Merrill Lynch Office:  
 1700 ROUTE 23 NORTH SUITE 200  
 WAYNE NJ 07470  
**1-800-MERRILL (1-800-637-7455)**

## Monthly Portfolio Summary

Asset	08/30/02	Value	%	09/30/02	Value	%
Cash/Money Accounts	4,063,736	100		2,592,977	100	
CD's/Equivalents						
Government Securities						
Corporate Bonds						
Municipal Bonds						
Equities						
Mutual Funds						
Options						
Other						
Long Market Value	4,063,736			2,592,977		
Short Market Value						
Estimated Accrued Interest						
Debit Balance						
<b>Net Portfolio Value</b>	<b>4,063,736</b>			<b>2,592,977</b>		

## Income Summary

	This Statement	Year-to-Date
Tax-Exempt Funds		
Tax-Exempt Interest		
Reportable Interest		
Reportable Dividends		
Income Not Reported		
<b>Total</b>	<b>\$1.37</b>	<b>1,932.32</b>

Items for Attention	Security	Message No Items For Attention	Date

## Purchasing Power 1,079,484

## Financial Market Indicators

	This Statement	Last Statement	Previous Year End
Dow Jones Industrial Average	7591.58	8633.50	10021.65
Three-Month Treasury Bills	1.52%	1.66%	1.71%
Long-Term Treasury Bonds	4.67%	4.93%	5.47%

## NEWS

Please see the enclosed Merrill Lynch & You newsletter for an important announcement of a new low balance fee.

Our simplified stock rating system took effect September 9th and is reflected in this statement. For a description of the new system, visit our client websites at [MLOLM.COM](http://MLOLM.COM) or call your FA.

+ MR JAY PASTERNACK ESQ TTEE  
 Page 2 of 6 Statement Period 08/31/02 to 10/09/02 Arrtmt No. 7532

cont'd

# Priority Client CMA Account

## Cash Flow Summary

Activity Summary	This Statement	Year-to-Date	Credits	This Statement	Year-to-Date	Debits	This Statement	Year-to-Date
Opening Balance Cash & Money Accounts				Sales Income Funds Received Electronic Tirs Other	41,37 14,843.75 1,010,721.47 2,600,000.00	1,912.32 263,982.75 4,902,453.63 20.00	Purchases Withdrawals Electronic Tirs CMA Checks Other	2,500,000.00 557.50 20.00
Net Credits & Debits	1,025,029.09	668,069.73						2,500,000.00 494.47 4,105,643.50
Closing Balance Cash & Money Accounts	1,079,484.50			Total Credits	3,525,606.59	7,768,368.70	Total Debits	2,500,577.50
				Adjust/Unit Date Acquired	Total Cost Basis	Estimated Market Price	Estimated Market Value	Estimated Annual Interest

## Current Portfolio

Quarterly	Security Description	Date Acquired	Cost Basis	Estimated Market Value	Unrealized Gain or (Loss)	Estimated Annual Interest	Current Yield %
<b>Cash and Money Accounts</b>							
	CASH			1,010,721	1,010,721		
68,763	CMA NJ MUNICIPAL MONEY	1.00	68,763	1.00	68,763	.598	.87
1,513,493	MIL INSTITUTIONAL TAX EXEMPT (.430% FRACTIONAL SHARE) AS OF 09/30/02 DIV NOT INCL	1.00	1,513,493	1.00	1,513,493	19,675	1.30
	Total Cash and Money Accounts			2,592.977	2,592.977		
	Total of Long Portfolio			2,592.977	2,592.977		
<b>Monthly Activity</b>							
Date	Transaction	Quantity	Description	Price	Debit	Credit	
09/06	Dividends and Interest Dividend		CHA NJ MUNICIPAL MONEY FROM 08-30 THRU 09-05				8.77
09/27	Share Dividend Cash Dividend	32	CMA NJ MUNICIPAL MONEY FROM 08-30 THRU 09-26				.60
	Income Total		CMA NJ MUNICIPAL MONEY				32.00
+ MR JAY PASTERNAK ESQ TTEE	Statement Period	09/01/02 TO 09/30/02.	Account No.	5321 377			
Page	3 of 6						

## **Priority Client CWA Account**

Monthly Activity

### *Summary of Checking Activity*

Date Cleared	Date Written	Check Number	Payee	Amount	Money Account Balance
09/19	09/10	143	JAY PASTERNAK PA	500.00	54,454
09/17	09/10	144	STEVEN F LANDAU CPA	57.50	54,455
<b>Total Checking Activity</b>				<b>557.50</b>	
Date	Transaction	Quantity	Description	Price	Cash Balance
08/30	Opening Balance Purchase				1,41CR
09/03	Journal Entry	1	CMA NJ MUNICIPAL MONEY HL INST. TAX-EXE	2,500,000.00CR	.41CR
09/05	Wire Transfer		TRANSFER FEE P20022482806	20.00	
09/05	Sale	-54,455	WIRE TRF QUTP20022482806	54,455.00CR	
09/06	Funds Received		CMA NJ MUNICIPAL MONEY	14,843.40CR	54,435.41CR

MR. JAY PASTERNACK ESD TIER

Page 5

Account No.  
7532

Statement Period  
8/31/02 TO 09/30/02

11/24/09 Entered 11/24/09 17:01:24 Exhibit  
aim Pg 46 of 74

# Priority Client CMA Account

## Daily Activity Review

Date	Transaction	Quantity	Description	Price	Amount	Cash Balance	Money Account Balance
09/06	Dividend		CMA NJ MUNICIPAL MONEY		8.77CR		
09/06	Purchase	54,435	CMA NJ MUNICIPAL MONEY FROM 08-30 THRU 09-05		58,435.00	14,032.90CR	54,435
09/09	Purchase	14,852	CMA NJ MUNICIPAL MONEY		16,852.00	.93CR	69,287
09/17	Check	-57	STEVEN F LANDAU CPA		57.50		
09/17	Sale	-57	CMA NJ MUNICIPAL MONEY		57.00CR		
09/19	Check	-500	JAY PASTERNAK PA		500.00	-41CR	69,230
09/19	Sale	-32	CMA NJ MUNICIPAL MONEY		500.00CR		
09/27	Share Dividend		CMA NJ MUNICIPAL MONEY			-43CR	68,730
09/27	Cash Dividend		FROM 08-30 THRU 09-26				
09/30	Wire Transfer		WIRE TRF IN 020027135757				
09/30	Purchase	1	ORC=2045016020JAY PASTE				
09/30			CMA NJ MUNICIPAL MONEY				
09/30	Closing Balance	1,513,193	Consolidation of Money Funds		1.00	1,010,721.50CR	1,582,255

Customer Service

For information about your account, please call 1-800-MERRILL (1-800-637-7455). To report lost or stolen Visa Cards or Checks, please call 1-800-262-5678.

1,582,255

+ MR JAY PASTERNAK ESQ TTEE  
Page 5 of 6 Statement Period  
08/31/09 - 10/09/2009

Account No.  
7532

com 27

# Priority Client CMA Account

**Important Regarding Your Securities Account and Other Important Information** (Merrill Lynch). Agree as follows:

- (1) We will direct your order for a security or option to the marketplace we consider to be the primary market for such security or option.
- (2) We will hold bonds and preferred stocks in behalf of segregation (except for those held in custodian accounts). In the event of a call for less than an entire issue of securities held in these accounts, the securities to be called will be randomly selected from those held in them.
- (3) We are not responsible for the loss or destruction of securities held by us or other custodian, and are lost or destroyed as a result of war, civil commotion, or any other cause beyond the control of thepository or us.
- (4) This statement of account shall be deemed conclusive if not objected to within ten (10) days.
- (5) We receive a fee from participating institutions of up to 2% per annum of the average daily balances in the S&P and NYSE programs. This fee is up to .5% and is paid by our affiliated banks.
- (6) You will have the right to vote full shares, and we may solicit instructions concerning the voting of full shares held in your account. The voting rights in your account will be governed by the rules and policies of the New York Stock Exchange and the Securities and Exchange Commission, then in effect, or other applicable exchanges or regulatory provisions.
- (7) This statement serves as a confirmation of purchases that result from automatic reinvestment transactions, as well as your ALPS transactions during the statement period.
- (8) As an option client, please advise your Merrill Lynch financial advisor promptly of any material change in your investment objectives or financial condition. Individual options commission charges have been deducted in your confirmation; however, a summary of this information will be made available to you upon request.
- (9) All transactions in your account are subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market, and its clearinghouse, if any, where the transactions are executed and, if not executed on any exchange, the National Association of Securities Dealers, Inc.
- (10) We trade for our own accounts as an odd lot dealer, a block position holder and/or arbitrager. At the security, and our positions may be completely or partially hedged.
- (11) We can use your free credit balance in our business and cash funds are not segregated. You have the right to receive, in the normal course of business, any free credit balance and any fully paid securities to which you are entitled, subject to any open commitments in any of your accounts.
- (12) Merrill Lynch's financial statement is available for your inspection at our office, or a copy of it will be mailed to you within one month of your request to Merrill Lynch, World Financial Center - North Tower, New York, N.Y. 10281-1322.
- (13) If this statement is for a margin account maintained through the Investor CreditLine service, it is a combined statement of your margin account and permanent sum account maintained for you pursuant to applicable regulations. The permanent record of the separate account, as required by Regulation T, is available for your inspection upon request. On your retain this statement for use with your next statement to calculate interest thereon, if any, for the period covered by this statement. The interest charge period will parallel the statement period, except that interest due for the final day of the statement period will be carried over and appear on next month's statement.
- (14) The Securities Investors Protection Corporation (SIPC) and our excess-SIPC bond do not cover assets that are not assumable or assets that are not held at Merrill Lynch, such as cash on deposit at Merrill Lynch, trust bank USA, Merrill Lynch Bank & Trust Co., or dollar depositary institutions, and certificates of deposit purchased through Merrill Lynch. These deposits are protected by the Federal Deposit Insurance Corporation.
- (15) While we believe our pricing information to be reliable, we cannot guarantee its accuracy. Managing your funds. Information is based on date from the Merrill Lynch Trust Company or its agent, provided the trust fund's units are held in your Merrill Lynch account and are not subject to SIPC protection.
- (16) Insurance Policies. Information is based on data from the insurer that issued the policy. Merrill Lynch is not responsible for the calculation of policy values. Policies held in your Merrill Lynch accounts, SIPC protection applies.
- (17) Income Securities. Market value are estimated values obtained from various sources and may be based on bids, prices paid in the bid/offer spread, closing prices, a mark-to-market methodology utilizing general market levels, the value of comparable securities and/or analytic models. Pricing estimates do not constitute bids or offers to purchase or sell any security. Actual prices realized at sale, or paid at the time of purchase, may be more or less than the value reflected on the statement.

## Prices and Valuations (Cont.)

- (1) Cost data and acquisition dates for securities not purchased in your account or purchased before financial statement securities begin are entered manually from data provided by you. Most cost data are adjusted for capital changes, including identifiable returns of principal and enhanced statement of related data. Please review this information for accuracy, as we cannot be held responsible for omitted fees.
- (2) We calculate returns of principal and enhanced statement of related data.
- (3) Gross proceeds reported to IRS.
- (4) Merrill Lynch maintains a fundamental opinion on this company.
- (5) Dividends received to IRS.
- (6) Transfers from your brokerage account required same-day payment - Merrill Lynch retained last day's dividend to offset cost of advance payment on your behalf.
- (7) RD Bonds are changeable from coupon to registered and vice versa without charge.
- (8) Bonds registered for both principal and interest.
- (9) Interests in assets not reported in the name of nor held by Merrill Lynch or its nominees and/or agents, or held by you or registered in your name with the issuer or its agent. Merrill Lynch does not control or act as custodian, SIPC and excess SIPC protection do not apply. These assets are maintained on a security-by-security basis.
- (10) Non-negotiable securities held registered in your name.
- (11) Options Cleared Corporation.
- (12) N/A Value and/or SIPC data not available.
- (13) N/C Not calculated.
- (14) N/O Held registered in your name.

\*\*\* END OF STATEMENT \*\*\*  
 Stmt No. 7532  
 Statement Period 09/31/02 TO 09/30/02  
 Page 6 of 6  
 MR JAY PASTERNAK ESQ TIEE

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**BERNARD L. MADOF**  
**INVESTMENT SECURITIES LLC**  
885 Third Avenue New York, NY 10022

212 230-2424  
800 334-1343  
Fax 212 486-8178

TAX ID NO.

22-6875100

ACCT# ASSIGNED

Mr./Mrs./Ms. Martin Rappaport Charitable Remainder Unitrust

NAME

Jay Pasternack, Esq., Trustee - 1066 Clifton Avenue  
STREET

Clifton, New Jersey 07013  
CITY STATE ZIP  
(973) 773-6777

TEL. NUMBER

BUSINESS

RESIDENCE

REG. REP

WE DEEM THE QUESTIONS CONTAINED IN THIS SECTION TO BE REQUIRED BY THE  
"KNOW YOUR CUSTOMER" RULE OF THE NATIONAL ASSOCIATION OF SECURITY  
DEALERS, AND, THEREFORE, MUST BE ANSWERED IN FULL.

RESIDENCE

N/A

NAME OF EMPLOYER (IF HOUSEWIFE, NAME THE HUSBAND'S EMPLOYER)

EMPLOYER'S ADDRESS N/A

OCCUPATION

BANK REFERENCE AND ADDRESS Valley National Bank-Allwood Branch  
Clifton, New Jersey

OTHER BROKERAGE ACCOUNTS

CLIENT INTRODUCED BY

**FOR OFFICE USE ONLY**

R.R.'S ESTIMATE OF CLIENTS NET WORTH

IS CLIENT OVER 21 YEARS OF AGE YES NO

HOW LONG HAVE YOU KNOWN CLIENT

CLIENT IS CITIZEN OF

APPROVED BY

DATE SENT TO CLIENT

DATE SENT TO CLIENT

MARGIN AGREEMENT

MAIL WAIVER FORM

JOINT AGREEMENT

MULTIPLE A/C FORM

CORPORATE ACCOUNT FORM

CORPORATE RESOLUTION

CO-PARTNERSHIP FORM

**Affiliated with:**

Madoff Securities International Limited  
12 Berkeley Street, Mayfair, London W1X 5AD. Tel 020-7493 6222



212 230-2424  
800 334-1343  
Fax 212 486-8178

## OPTION AGREEMENT

TO: BERNARD L. MADOFF INVESTMENT SECURITIES

In order to induce you to carry accounts ("Option Accounts") for me (however designated) for transactions in option contracts (including, without limitations, purchase, sale, transfer, exercise and endorsement) ("Option Transaction"), I hereby warrant, represent and agree with you as set forth below on this Option Agreement.

1. I understand, and am well aware, that option trading may be highly speculative in nature. I am also aware that on certain days, option trading may cease and this could result in a financial loss to me. I agree to hold BERNARD L. MADOFF, its other Divisions, and its officers, Directors and Agents harmless for such loss.
2. I understand that any option transaction made for any account of mine is subject to the rules, regulations, customs and usages of The Options Clearing Corporation and of the registered national securities exchange, national securities association, clearing organization or market where such transaction was executed. I agree to abide by such rules, regulations, custom and usages and I agree that, acting individually or in concert with others, I will not exceed any applicable position or exercise limits imposed by such exchange, association, clearing organization or other market with respect to option trading.
3. If I do not satisfy, on a timely basis, your money or security calls, you are authorized in your sole discretion and without notification, to take any and all steps you deem necessary to protect yourself (for any reason) in connection with option transactions for my account including the right to buy and/or sell (including short or short exempt) for my account and risk any part or all of the shares represented by options handled, purchased, sold and/or endorsed by you for my account or to buy for my account and risk any option as you may deem necessary or appropriate. Any and all expenses or losses incurred in this connection will be reimbursed by me.
4. In addition to the terms and conditions hereof, my option account will be subject to all of the terms and conditions of all other agreements heretofore or hereafter at any time entered into with you relating to the purchase and sale of securities and commodities except to the extent that such other agreements are contrary to or inconsistent herewith.

Affiliated with:

Madoff Securities International Limited  
12 Berkeley Street, Mayfair, London W1X 5AD. Tel 020-7493 6222

**BERNARD L. MADOFF  
INVESTMENT SECURITIES LLC**  
885 Third Avenue New York, NY 10022

212 230-2424  
800 334-1343  
Fax 212 486-8178

Congress has mandated that all interest and dividend payers including banks, corporations and funds must withhold 10% of all dividends or interest paid UNLESS you complete and return the form at the bottom of this page.

Important New Tax Information

"Under the Federal income tax law, you are subject to certain penalties as well as with-holding of tax at a 20% rate if you have not provided us with your correct social security number or other taxpayer identification number. Please read this notice carefully.

You (as a payee) are required by law to provide us (as payer) with your correct taxpayer identification number. If you are an individual, your taxpayer identification is your social security number. If you have not provided us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, divided payments that we make to you may be subject to backup withholding starting on January 1, 1984.

Backup withholding is different from the 10% withholding on interest and dividends that was repealed in 1983. If backup withholding applies, payer is required to withhold 20% of dividend payments made to you. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained".

Please sign the form and return it to us.

Even if you have already provided this information it is required by the IRS that all information requested below be provided again.

Thank you for your cooperation.

SUBSTITUTE INTERNAL REVENUE SERVICE FORM W-9

Account Number(s): \_\_\_\_\_

Taxpayer Identification Number:

22- 6875100

Name: Martin Rappaport Charitable Remainder Unitrust  
Jay Pasternack, Esq., Trustee

Address: 1066 Clifton Avenue, Clifton, New Jersey

(Signature)

"Under penalties of perjury, I certify that the number shown  
On this form is my correct Taxpayer Identification Number".

Please fill in your name, address, taxpayer identification number, and sign above.

Affiliated with:  
Madoff Securities International Limited  
12 Berkeley Street, Mayfair, London W1X 5AD. Tel 020-7493 6222



**BERNARD L. MADOFF  
INVESTMENT SECURITIES LLC**  
885 Third Avenue New York, NY 10022

212 230-2424

800 334-1343

Fax 212 486-8178

**TRADING AUTHORIZATION LIMITED TO PURCHASES  
AND SALES OF SECURITIES AND OPTIONS**

To Whom It May Concern:

The undersigned hereby authorizes Bernard L. Madoff (whose signature appears below) as his agent and attorney in fact to buy, sell and trade in stocks, bonds, options and any other securities in accordance with your terms and conditions for the undersigned's account and risk and in the undersigned's name, or number on your books. The undersigned hereby agrees to indemnify and hold you harmless from, and to pay you promptly on demand any and all losses arising therefrom or debit balance due thereon. However, in no event will the losses exceed my investment.

In all such purchases, sales or trades you are authorized to follow the instructions of Bernard L. Madoff in every respect concerning the undersigned's account with you; and he is authorized to act for the undersigned and in the undersigned's behalf in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases, sales or trades as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades.

The undersigned hereby ratifies and confirms any and all transactions with you heretofore or hereafter made by the aforesaid agent or for the undersigned's account.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which you may have under any other agreement or agreements between the undersigned and your firm.

This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to you and delivered to your office at 885 Third Avenue but such revocation shall not affect any liability in any way resulting from transaction initiated prior to such revocation. This authorization and indemnity shall enure to the benefit of your present firm and any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of your present firm or any successor firm.

Dated, 7/3/02

Clifton,

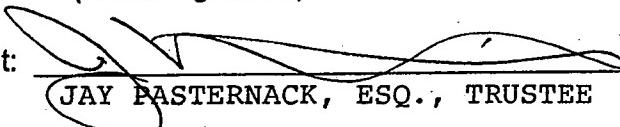
New Jersey

(City)

(State)

Very truly yours, MARTIN RAPPAPORT CHARITABLE REMAINDER UNITRUST  
(Client Signature)

Signature of Authorized Agent:

  
JAY PASTERNAK, ESQ., TRUSTEE

Affiliated with:

Madoff Securities International Limited  
12 Berkeley Street, Mayfair, London W1X 5AD. Tel 020-7493 6222



**BERNARD L. MADOFF  
INVESTMENT SECURITIES LLC**  
885 Third Avenue New York, NY 10022

212 230-2424

800 334-1343

Fax 212 486-8178

### CUSTOMER AGREEMENT

In consideration for you (the "Broker") opening or maintaining one or more accounts (the "Customer"), the Customer agrees to the terms and conditions contained in this Agreement. The heading of each provision of the Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision. For purposes of this Agreement, "securities and other property" means, but is not limited to money, securities, financial instruments and commodities of every kind and nature and related contracts and options, except that the provisions of paragraph 13 herein (the arbitration clause) shall not apply to commodities accounts. This definition includes securities or other property currently or hereafter held, carried or maintained by you or by any of your affiliates, in your possession or control, or in the possession or control of any such affiliate, for any purpose, in and for any of my accounts now or hereafter opened, including any account in which I may have an interest.

#### 1. APPLICABLE RULES AND REGULATIONS

All transactions in the Customer's Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed by the Broker or its agents, including its subsidiaries and affiliates. Also, where applicable, the transactions shall be subject (a) to the provisions of (1) the Securities Exchange Act of 1934, as amended, and (2) the Commodities Exchange Act, as amended; and (b) to the rules and regulations of (1) the Securities and Exchange Commission, (2) the Board of Governors of the Federal Reserve System and (3) the Commodities Futures Trading Commission.

#### 2. AGREEMENT CONTAINS ENTIRE UNDERSTANDING/ASSIGNMENT

This Agreement contains the entire understanding between the Customer and the Broker concerning the subject matter of this Agreement. Customer may not assign The rights and obligations hereunder without first obtaining the prior written consent of the Broker.

#### 3. SEVERABILITY

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not effect the validity of the remaining provisions of this Agreement.

#### 4. WAIVER

Except as specifically permitted in this Agreement, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified or amended unless such is agreed to in a writing signed by the broker.

#### 5. DELIVERY OF SECURITIES

Without abrogating any of the Broker's rights under any other portion of this Agreement and subject to any indebtedness of the Customer to the Broker, the Customer is entitled, upon appropriate demand, to receive physical delivery of fully paid securities in the Customer's Account.

#### 6. SALES BY CUSTOMER

The Customer understands and agrees any order to sell "short" will be designated as such by the Customer, and that the Broker will mark the order as "short". All other sell orders will be for securities owned ("long"), at that time, by the Customer by placing the order the Customer affirms that he will deliver the securities on or before the settlement date.

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#### 13. ARBITRATION

THE CUSTOMER AGREES, AND BY CARRYING AN ACCOUNT FOR THE CUSTOMER THE BROKER AGREES THAT ALL CONTROVERSIES WHICH MAY ARISE BETWEEN US CONCERNING ANY TRANSACTION OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN US PERTAINING TO SECURITIES AND OTHER PROPERTY, WHETHER ENTERED INTO PRIOR, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED PURSUANT TO THE FEDERAL ARBITRATION ACT AND THE LAWS OF THE STATE DESIGNATED IN PARAGRAPH 10, BEFORE THE AMERICAN ARBITRATION ASSOCIATION, OR BEFORE THE NEW YORK STOCK EXCHANGE, INC. OR AN ARBITRATION FACILITY PROVIDED BY ANY OTHER EXCHANGE OF WHICH THE BROKER IS A MEMBER, OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. OR THE MUNICIPAL SECURITIES RULE MAKING BOARD AND IN ACCORDANCE WITH THE RULES OBTAINING OF THE SELECTED ORGANIZATION. THE CUSTOMER MAY ELECT IN THE FIRST INSTANCE WHETHER ARBITRATION SHALL BE BY THE AMERICAN ARBITRATION ASSOCIATION, OR BY AN EXCHANGE OR SELF-REGULATORY ORGANIZATION OF WHICH THE BROKER IS A MEMBER, BUT IF THE CUSTOMER FAILS TO MAKE SUCH ELECTION, BY REGISTERED LETTER OR TELEGRAM ADDRESSED TO THE BROKER AT THE BROKER'S MAIN OFFICE, BEFORE THE EXPIRATION OF TEN DAYS AFTER RECEIPT OF A WRITTEN REQUEST FROM THE BROKER TO MAKE SUCH ELECTION, THEN THE BROKER MAY MAKE SUCH ELECTION, THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

#### 14. DISCLOSURES TO ISSUERS

Under rule 14b-1(c) of the Securities Exchange Act of 1934, we are required to disclose to an issuer the name, address, and securities position of our customers who are beneficial owners of that issuer's securities unless the customer objects. Therefore, please check one of the boxes below:

Yes, I do object to the disclosure of information.

No, I do not object to the disclosure of such information.

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 13.

MARTIN RAPPAPORT CHARITABLE REMAINDER UNITRUST

(X)

(X)

(Customer Signature/date)

JAY PASTERNACK, ESQ., TRUSTEE

(Customer Signature/date)

1066 CLIFTON AVENUE

(Customer Address)

(Account Number)

CLIFTON, NEW JERSEY 07013

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THE MARTIN RAPPAPORT CHARITABLE REMAINDER UNITRUST

THIS AGREEMENT, made the 27<sup>th</sup> day of December, 2000, by and between MARTIN RAPPAPORT, currently residing in Saddle River, New Jersey (hereinafter referred to as the "Grantor"), and JAY PASTERNACK, ESQ. with offices in Clifton, New Jersey (hereinafter referred to as the "Trustee").

W I T N E S S E T H:

WHEREAS, the Grantor desires to create a charitable remainder unitrust, within the meaning of Section 4 of Rev. Proc. 90-31 and Section 664(d)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), of the property described in Schedule "A" annexed hereto and made a part hereof, for the benefit of the beneficiaries hereinafter named, and for the uses and purposes and upon the terms and conditions as hereinafter more fully set forth, and such trust shall be known as "THE MARTIN RAPPAPORT CHARITABLE REMAINDER UNITRUST"; and

WHEREAS, the Trustee has agreed to accept this trust and to be bound by the terms and provisions of this Trust Agreement;

N O W T H E R E F O R E:

In consideration of the premises, the mutual promises herein contained, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

FIRST: The Grantor transfers to the Trustee the property described in Schedule A, and the Trustee accepts such property

and agrees to hold, manage, and distribute such property of the trust under the terms set forth in this Trust Agreement.

SECOND: (A) The term of the trust shall be for a period commencing on the date of this Trust Agreement until termination on the earlier of: (i) ten (10) years from the date hereof, or (ii) the Grantor's death.

(B) In each taxable year of the trust, the Trustee shall pay to the Grantor, a unitrust amount (the "Unitrust Amount") equal to five (5%) percent of the net fair market value of the assets of the trust valued as of the first day of each taxable year of the trust (the "Valuation Date").

(C) The Unitrust Amount shall be paid from income and, to the extent that income is not sufficient, from principal, in equal quarterly amounts at the end of each quarter, commencing with the date on which the trust is funded.

(D) Subject to Paragraph FOURTH, any income of the trust for a taxable year in excess of the Unitrust Amount shall be added to principal.

(E) If the net fair market value of the trust assets is incorrectly determined, then within a reasonable period after the value is finally determined for Federal tax purposes, the Trustee shall pay to the Grantor (in the case of an undervaluation) or receive from the Grantor (in the case of an overvaluation) an amount equal to the difference between the Unitrust Amount properly payable and the Unitrust Amount actually paid.

THIRD: In determining the Unitrust Amount, the Trustee shall prorate the same on a daily basis for a short taxable year and for the taxable year ending with the Grantor's death or the year of termination, as the case may be.

FOURTH: During the term of the trust, the Trustee may pay to BLYTHEDALE CHILDREN'S HOSPITAL (provided same shall then be an organization described in Code Sections 170(b)(1)(A), 170(c), 2055(a) and 2522(a)) any portion or all of the income of the trust in excess of the Unitrust Amount payable to the Grantor for the taxable year of the trust in which the income is earned. The adjusted basis for Federal income tax purposes of any trust property which the Trustee distributes in kind to charity during the trust term must be fairly representative of the adjusted basis for such purposes of all trust property available for distribution on the date of distribution.

FIFTH: (A) Upon the earlier of: (i) the expiration of ten (10) years from the date hereof, or (ii) the death of the Grantor, the Trustee shall distribute all of the then principal and income of the trust (other than any amount due the Grantor or his estate under Paragraphs SECOND and THIRD above) to BLYTHEDALE CHILDREN'S HOSPITAL, having an address in Valhalla, New York, to be used for its general charitable purposes. The Grantor shall have the right to designate a substitute remainderman or remaindermen in lieu of the Charitable Organization set forth above and/or additional remaindermen; provided, however, that each such substitute or additional

remainderman shall be an organization described in Code Sections 170(b)(1)(A), 170(c), 2055(a) and 2522(a). The exercise of the foregoing designation right shall, during lifetime, be in writing duly acknowledged as in the case of Deeds in the State of New Jersey or at death, by the Grantor's Last Will and Testament duly admitted to probate by a court of competent jurisdiction.

(B) If any Charitable Organization is not an organization described in Code Sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) at the time when any principal or income of the trust is to be distributed to it, then the Trustee shall distribute such principal or income to such one or more organizations described in Code Sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) as the Trustee shall select, in its sole discretion.

SIXTH: (A) The Trustee shall make distributions at such time and in such manner as not to subject the Trust to tax under Code Section 4942.

(B) Except for the payment of the Unitrust Amount to the Grantor, the Trustee shall not engage in any act of self-dealing, as defined in Code Section 4941(d) and shall not make any taxable expenditures, as defined in Code Section 4945(d).

(C) The Trustee shall not make any investments that jeopardize the charitable purpose of the trust, within the meaning of Code Section 4944 and the regulations thereunder, nor

retain any excess business holdings, within the meaning of Code Section 4943(c).

SEVENTH: The Grantor, subject to the Trustee's approval and acceptance, may hereafter, and from time to time, irrevocably grant, convey, transfer, set over, assign and deliver to the Trustee, additional property. If any additional contributions are made to the Trust after the initial contribution, the Unitrust Amount for the year in which the additional contribution is made shall be equal to five (5%) percent of the sum of (1) the net fair market value of the Trust assets as of the Valuation Date (excluding the assets so added and any income from, or appreciation on, such assets) and (2) that proportion of the fair market value of the assets so added that was excluded under (1) that the number of days in the period that begins with the date of contribution and ends with the earlier of the last day of the taxable year, the year of termination, or the day of the Grantor's death, as the case may be, bears to the number of days in the period that begins on the first day of such taxable year, the year of termination, and ends with the earlier of the last day in such taxable year, the year of termination, or the day of the Grantor's death, as the case may be. In the case where there is no Valuation Date after the time of contribution, the assets so added shall be valued as of the time of contribution.

EIGHTH: The taxable year of the trust shall be the calendar year.

NINTH: (A) In making any payment or application of income or principal to or for the benefit of the Grantor pursuant to this Trust Agreement, the Trustee may make payment directly to the Grantor if living and not disabled, or may make application directly or by payment to a guardian or committee of the Grantor appointed in the State of New Jersey or in any other jurisdiction, or to an adult person with whom the Grantor resides or who has the care or custody of the Grantor temporarily, or permanently. Evidence of any such payment or application or the receipt therefore executed by the Grantor, guardian, committee or adult person shall discharge the Trustee with respect to such payment or application and the Trustee shall not be responsible for the application of such income or principal by such beneficiary, guardian, committee or adult person.

(B) The decision as to whether at any time or from time to time the Grantor is (i) disabled for purposes of this Paragraph NINTH, or (ii) unable to act because of advanced age, illness, or (iii) that other causes have impaired the Grantor's ability to transact ordinary business, shall be made by the Trustee with the concurring opinion of a physician who has examined or treated the Grantor within the prior three (3) months. During any period in which the Grantor is determined to be disabled hereunder, the Unitrust Amount shall be paid as herein set forth.

TENTH: Neither the income nor the principal of the trust created hereunder shall be liable for debts, undertakings, or engagements of the beneficiaries thereof, nor shall the same be assigned, pledged, alienated or anticipated; any endeavor by a beneficiary to circumvent this direction in any manner shall be wholly disregarded by the Trustee and shall be null and void.

ELEVENTH: With respect to all property, real or personal, at any time held in trust under this Trust Agreement, the Trustee is particularly authorized, empowered and granted the following privileges, powers and authority in addition to, and not in limitation of, any powers heretofore granted or otherwise permitted by law, provided, however, that none of the powers granted herein shall be exercised in a manner or to an extent so as to disqualify the trust as a charitable remainder unitrust within the meaning of Code Section 664(d)(2):

(A) To hold and retain all or any part of the trust property in the form in which such property may be at the time it is received, without liability for decrease in the value of such property;

(B) To sell, convey, exchange, lease, mortgage, loan, borrow, hypothecate, or encumber, all or any part of the property, real or personal, or any interest therein, at such time or times, in such manner, and upon such terms as the Trustee, in the Trustee's absolute discretion, shall deem to be for the best interest of each beneficiary of the trust, and to execute and deliver good and sufficient deeds or other

instruments and documents requisite therefor; to invest and reinvest the trust property or the proceeds arising from the sale, exchange, or mortgage thereof in such securities and properties as may be deemed suitable, including, but not by way of limitation, common or preferred stocks of any kind or description, undivided interests and common trust funds without regard to whether such securities or properties so retained, taken, exchanged or purchased are authorized as legal investments for fiduciaries under the laws of any state;

(C) To vote in person or by proxy, all stocks or other securities having voting privileges; to exercise or refrain from exercising, any right or privilege with respect to stock or other securities, including rights or privileges to subscribe for or otherwise to acquire additional stock or other securities, or to sell the same;

(D) To retain unproductive property, or money, for such period or periods of time as the Trustee deems proper, without liability of any kind for failure to invest in income-producing property;

(E) To liquidate, settle, compromise, set-off, forgive, or otherwise discharge all claims, inclusive of taxes, which are either due from or payable to the trust, in such manner and upon such terms and at such times as the Trustee, in the Trustee's absolute discretion, deems advisable;

(F) To manage any real property at any time held in the trust created hereunder and to make all ordinary repairs and

any extraordinary repairs, alterations or improvements as the Trustee, in the Trustee's absolute discretion, may deem advisable; to insure for any and all risks and to deal with any such property in all other lawful ways;

(G) To divide, distribute or partition all or any part of the trust property in cash or in kind, or partly in each, pro rata or non-pro rata, and to fix the value of any distribution in kind even though such distribution may differ in kind from property allocated to any other beneficiary, and in making such distribution in kind, the adjusted basis for Federal income tax purposes of the property distributed in kind shall be fairly representative of the adjusted basis for such purposes of all trust property available for distribution on the date of distribution. The judgment of the Trustee shall be binding and conclusive upon all persons interested therein;

(H) To receive additional property at any time, and from time to time, from the Grantor, or from any other source, whether by devise, bequest, assignment or transfer, and upon receipt thereof, to administer the same under the terms and conditions of this Trust Agreement;

(I) To engage such attorneys, investment counsel, clerks, employees, agents, accountants, brokers, officers, architects, contractors, subcontractors, surveyors, and such other persons, firms or corporations, as the Trustee shall deem necessary or helpful in connection with the administration of the trust created hereunder, at such wages, fees, compensation,

remuneration, commission rates, prices, consideration or otherwise, as the Trustee shall deem proper; to employ a custodian and to acquire, hold, register, or dispose of property in the name of such custodian, or its agent or nominee, without designation of fiduciary capacity; to employ investment counsel or other agents and to pay out of principal or income or both the charges and expenses of any such other agent; and to delegate investment discretion to a registered investment advisor; provided, however, that all powers, rights, privileges and discretions granted to the Trustee under this Agreement shall be exercised by such Trustee in a fiduciary capacity for the exclusive benefit and in the best interests of the beneficiaries; and

(J) To employ, and to delegate any of its discretionary and non-discretionary powers to agents, including but not limited to, attorneys, investment advisors, appraisers or accountants as the Trustee deems necessary and proper and to pay for such services from the trust property.

TWELFTH: Nothing in this Trust Agreement shall be construed to restrict the Trustee from investing the trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

THIRTEENTH: The Trustee shall keep records showing all receipts and disbursements of income and principal and all changes in investments. The Trustee may, but shall not be

required to, prepare and file accountings with any court. Prior to delivering all of the property of any trust hereunder to a Successor Trustee or to making any partial or complete distribution of trust principal, the Trustee may require an approval of its accounting either by a release and discharge by the beneficiary of any such trust or by a court of competent jurisdiction. All of the Trustee's fees and expenses (including reasonable attorneys' fees) attributable to any such accounting and approval shall be paid by such trust.

FOURTEENTH: No purchaser at any sale made by the Trustee shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or to see to or be liable for the application of the purchase monies arising therefrom; nor shall any person who, during the administration of the trust, shall pay over to or transfer any monies or other property to the Trustee, be bound to inquire into or see to or be liable for the application of such funds or monies so transferred or paid over to the Trustee.

FIFTEENTH: The trust is irrevocable. The Trustee, however, shall have the power, acting alone, to amend the trust in any manner required for the sole purpose of ensuring that the trust qualifies and continues to qualify as a charitable remainder unitrust within the meaning of Code Section 664(d)(2).

SIXTEENTH: (A) In the event that JAY PASTERNACK, ESQ. is unwilling or unable to serve, for any reason, as Trustee, the

Grantor nominates and appoints STEVEN F. LANDAU, CPA, with offices in Clifton, New Jersey, to serve as Successor Trustee.

(B) Any Trustee serving hereunder may resign as Trustee at any time by written notice delivered to any Co-Trustee(s) and to the Grantor or his legal representative. Such resignation shall be effective upon the appointment and acceptance of a Successor Trustee. In the absence of a Successor Trustee designated hereunder who is willing and able to serve, the Trustee shall have the power to appoint a Successor Trustee. All of the Trustee's fees and expenses (including reasonable attorneys' fees) attributable to the appointment of a Successor Trustee shall be paid by the trust.

(C) During the Grantor's lifetime, the Grantor shall have the right to remove the Trustee (and any Successor Trustee) and to appoint a Successor Trustee or Trustees to serve hereunder. Provided, however, that such Successor Trustee or Trustees shall not be the Grantor or any person who is a "related or subordinate party" as defined in Code Section 672(c). The removal of any Trustee shall be effective upon the appointment of and acceptance by a Successor Trustee. Any such appointment or removal shall be during lifetime, by an instrument in writing duly acknowledged as in the case of Deeds in the State of New Jersey, or, if an individual, at death by his or her Last Will and Testament duly admitted to probate in a court of competent jurisdiction.

(D) The rights, duties, privileges, obligations, powers and immunities given and granted to the Trustee herein named shall fully extend to any Successor Trustee appointed hereunder. A Successor Trustee shall have the same powers, authorities, and discretions as though originally named as the Trustee.

(E) The Trustee, or any Successor Trustee, shall be relieved from all responsibility or liability for any loss to the trust properties that may occur due to errors of judgment and shall be liable only for failure to act in good faith.

(F) No bond or other security shall be required of any Trustee, including a Successor, in any jurisdiction, in the faithful performance of its duties in such capacity.

(G) The Trustee, by signing this Trust Agreement, signifies acceptance of the terms hereof, and any Successor Trustee shall signify acceptance of the terms of this trust in writing.

SEVENTEENTH: The terms and provisions of this Trust Agreement shall be construed, regulated and governed as to administration and as to validity and effect by the laws of the State of New Jersey. To minimize any tax in respect of any trust, or any beneficiary thereof, or for such other purpose as it deems appropriate, the Trustee may in its sole and absolute discretion remove all or part of the property of, or the situs of administration of, such trust from one jurisdiction to another and elect, by an instrument filed with the trust

records, that thereafter such trust shall be construed, regulated and governed as to administration by the laws of such other jurisdiction. The Trustee, however, is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the trust under Code Section 664(d)(2) and the corresponding Regulations.

EIGHTEENTH: (A) In the event that any "unmarketable assets" (as defined in Treasury Regulations §1.664-1(a)(7)(ii)) are transferred to or held as part of the trust, the valuation of such assets shall be either:

(1) performed exclusively by an independent trustee (as defined in Treasury Regulation §1.664-1(a)(7)(ii)), or

(2) determined by a current qualified appraisal (as defined in Treasury Regulation §1.170A-13(c)(3)), from a qualified appraiser (as defined in Reg. §1.170A-13(c)(5)).

(B) The Trustee may appoint an independent trustee (as defined in Treasury Regulation §1.664-1(a)(7)(iii)) (the "Independent Trustee") to act with respect to specific trust property when necessary as determined by the Trustee (or his successor) to be named and designated in writing by the Trustee (or his Successor). The Independent Trustee shall perform the valuation of such property, exclusively, and shall have such powers granted to the Trustee hereunder with respect to such property, as shall enable the trust herein to comply with the requirements of Treasury Regulation §1.664-1(a)(7). The

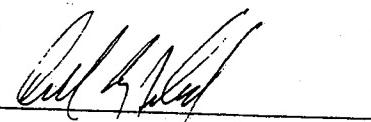
Independent Trustee may receive reasonable compensation for services rendered in such capacity, in addition to the compensation to which the Trustee is entitled under this Agreement, provided, however, that the value of property under the control of the Independent Trustee shall not be included when calculating compensation of the Trustee. So long as the Trustee (or his successor) exercises reasonable care, skill and caution in selecting the Independent Trustee, establishing the scope and terms of the Independent Trustee's appointment consistent with the terms of the trust and periodically reviewing the independent special Trustee's actions for compliance with the scope and terms so established, the Trustee shall not be liable to the beneficiaries of the trust for the decisions and actions of the Independent Trustee. If at any time the Independent Trustee ceases to act, the Trustee (or his successor) shall have the power to appoint a successor Independent Trustee.

NINETEENTH: It is agreed that these presents shall extend to and be obligatory upon the heirs, executors, administrators, legal representatives and successors of the parties hereto or beneficiaries hereof.

TWENTIETH: As used herein, each of the masculine, feminine or neuter genders shall include the other genders, the singular shall include the plural and the plural shall include the singular wherever appropriate to the context.

IN WITNESS WHEREOF, the parties hereto have set their  
respective hands and seals, the 27<sup>th</sup> day of December, 2000.

WITNESS:



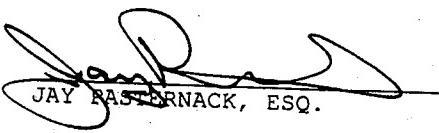
WITNESS:



GRANTOR:



MARTIN RAPPAPORT



JAY EASTERNACK, ESQ.

STATE OF NEW JERSEY )  
                       ) SS.:  
COUNTY OF           )

BE IT REMEMBERED, that on 27th day of December, 2000,  
before me, a notary public, personally appeared MARTIN  
RAPPAPORT, who I am satisfied, is the person named in and who  
executed the within Agreement, and thereupon he acknowledged  
that he signed, sealed and delivered the same as his act and  
deed, for the uses and purposes therein expressed.

Beatrice J. Lambert

STATE OF NEW JERSEY )  
                       ) SS.:  
COUNTY OF           )

BEATRICE J. LAMBERT  
A Notary Public of New Jersey  
My Commission Expires August 21, 2005

BE IT REMEMBERED, that on 27th day of December, 2000,  
before me, a notary public, personally appeared JAY PASTERNAK,  
ESQ., who I am satisfied, is the person named in and who  
executed the within Agreement, and thereupon he acknowledged  
that he signed, sealed and delivered the same as his act and  
deed, for the uses and purposes therein expressed.

Beatrice J. Lambert

BEATRICE J. LAMBERT  
A Notary Public of New Jersey  
My Commission Expires August 21, 2005

SCHEDULE "A"

Property assigned to THE MARTIN RAPPAPORT CHARITABLE  
REMAINDER UNITRUST dated December 27, 2000, by and between  
MARTIN RAPPAPORT, as Grantor, and JAY PASTERNACK, ESQ., as  
Trustee.

<u>DATE</u>	<u>PROPERTY</u>
December 27, 2000	10 Caesar Place Moonachie, New Jersey